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Exempt per Government Code § 6103

Attorneys for Defendants JERI CAPERTON, CHRISTINE MASONEK, TED BEARD,  
MIKE LANDAVAZO and SAN BERNARDINO COUNTY

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

AARON RUFF,

Plaintiff,

v.

JERI CAPERTON, an individual;  
CHRISTINE MASONEK, an individual;  
TED BEARD, an individual; MIKE  
LANDAVAZO, an individual; SAN  
BERNARDINO COUNTY, a public  
entity; and DOES 1-5, inclusive,

Defendants.

Case No. 5:24-cv-00656-MWC-ADS

**STIPULATED PROTECTIVE ORDER<sup>1</sup>**

**[DISCOVERY DOCUMENT:  
REFERRED TO MAGISTRATE JUDGE  
AUTUMN D. SPAETH]**

*[[Proposed] Order filed concurrently  
herewith]*

Honorable District Court Judge Michelle  
Williams Court

Honorable Magistrate Judge Autumn D.  
Spaeth

TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR  
ATTORNEYS OF RECORD, IT IS HEREBY STIPULATED AND AGREED TO, by  
and between the Parties, through their respective counsel of record, the following:

**I. PURPOSES AND LIMITATIONS**

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Autumn D. Spaeth's procedures.

1       Discovery in this action is likely to involve production of confidential, proprietary,  
2 or private information for which special protection from public disclosure and from use  
3 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
4 parties hereby stipulate to and petition the Court to enter the following Stipulated  
5 Protective Order. The parties acknowledge that this Order does not confer blanket  
6 protections on all disclosures or responses to discovery and that the protection it affords  
7 from public disclosure and use extends only to the limited information or items that are  
8 entitled to confidential treatment under the applicable legal principles. The parties further  
9 acknowledge, as set forth in Section XIII(C)(1) below, that this Stipulated Protective Order  
10 does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets  
11 forth the procedures that must be followed and the standards that will be applied when a  
12 party seeks permission from the Court to file material under seal.

## 13   **II.   GOOD CAUSE STATEMENT**

14       This action is likely to involve criminal investigation materials, police reports, peace  
15 officer personnel materials, information implicating the privacy rights of third parties (i.e.,  
16 bystander witnesses, emergency personnel information, etc.); and other private and  
17 confidential materials for which special protection from public disclosure and from use  
18 for any purpose other than prosecution of this action is warranted. The nature of the  
19 incident that gives rise to Plaintiff's suit and his claims and allegations that Defendants  
20 violated his civil rights based on Defendants' policies and procedures, will result in  
21 discovery production that may include: criminal investigation materials; police reports;  
22 probation materials; confidential informant information; peace officer personnel  
23 materials; information implicating the privacy rights of third parties and other private and  
24 confidential information otherwise generally unavailable to the public, or which may be  
25 privilege or otherwise protected from disclosure under state or federal statutes, court rules,  
26 case decisions or common law.

27       Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
28 of disputes over confidentiality of discovery materials, to adequately protect information

1 the parties are entitled to keep confidential, to ensure that the parties are permitted  
2 reasonable, necessary uses of such material in preparation for and in the conduct of trial,  
3 to address their handling at the end of the litigation, and serve the ends of justice, a  
4 protective order for such information is justified in this matter. It is the intent of the parties  
5 that information will not be designated as confidential for tactical reasons and that nothing  
6 be so designated without a good faith belief that it has been maintained in a confidential,  
7 non-public manner, and there is good cause why it should not be part of the public record  
8 of this case.

### 9 **III. DEFINITIONS**

10 A. Action: This pending federal lawsuit, case number 5:24-cv-00656-MWC-  
11 ADS.

12 B. Challenging Party: A Party or Non-Party that challenges the designation of  
13 information or items under this Order.

14 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it  
15 is generated, stored or maintained) or tangible things that qualify for protection under  
16 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
17 Statement.

18 D. Counsel: Outside Counsel of Record and House Counsel (as well as their  
19 support staff).

20 E. Designating Party: A Party or Non-Party that designates information or items  
21 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

22 F. Disclosure or Discovery Material: All items or information, regardless of the  
23 medium or manner in which it is generated, stored, or maintained (including, among other  
24 things, testimony, transcripts, and tangible things), that are produced or generated in  
25 disclosures or responses to discovery in this matter.

26 G. Expert: A person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
28 expert witness or as a consultant in this Action.

1 H. House Counsel: Attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside counsel.

3 I. Non-Party: Any natural person, partnership, corporation, association, or  
4 other legal entity not named as a Party to this action.

5 J. Outside Counsel of Record: Attorneys who are not employees of a party to  
6 this Action but are retained to represent or advise a party to this Action and have appeared  
7 in this Action on behalf of that party or are affiliated with a law firm which has appeared  
8 on behalf of that party, and includes support staff.

9 K. Party: Any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

12 L. Producing Party: A Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14 M. Professional Vendors: Persons or entities that provide litigation support  
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
17 their employees and subcontractors.

18 N. Protected Material: Any Disclosure or Discovery Material that is designated  
19 as "CONFIDENTIAL."

20 O. Receiving Party: A Party that receives Disclosure or Discovery Material  
21 from a Producing Party.

22 **IV. SCOPE**

23 A. The protections conferred by this Stipulation and Order cover not only  
24 Protected Material (as defined above), but also (1) any information copied or extracted  
25 from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
26 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel  
27 that might reveal Protected Material.

28 B. Any use of Protected Material at trial shall be governed by the orders of the

1 trial judge. This Order does not govern the use of Protected Material at trial.  
2

### 3 **V. DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations imposed  
5 by this Order shall remain in effect until a Designating Party agrees otherwise in writing  
6 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
7 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final  
8 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
9 trials, or reviews of this Action, including the time limits for filing any motions or  
10 applications for extension of time pursuant to applicable law.

### 11 **VI. DESIGNATING PROTECTED MATERIAL**

#### 12 **A. Exercise of Restraint and Care in Designating Material for Protection**

13 1. Each Party or Non-Party that designates information or items for  
14 protection under this Order must take care to limit any such designation to specific  
15 material that qualifies under the appropriate standards. The Designating Party must  
16 designate for protection only those parts of material, documents, items, or oral or  
17 written communications that qualify so that other portions of the material,  
18 documents, items, or communications for which protection is not warranted are not  
19 swept unjustifiably within the ambit of this Order.

20 2. Mass, indiscriminate, or routinized designations are prohibited.  
21 Designations that are shown to be clearly unjustified or that have been made for an  
22 improper purpose (e.g., to unnecessarily encumber the case development process or  
23 to impose unnecessary expenses and burdens on other parties) may expose the  
24 Designating Party to sanctions.

25 3. If it comes to a Designating Party's attention that information or items  
26 that it designated for protection do not qualify for protection, that Designating Party  
27 must promptly notify all other Parties that it is withdrawing the inapplicable  
28 designation.

1       B.     Manner and Timing of Designations

2             1.     Except as otherwise provided in this Order (see, e.g., Section B(2)(b)  
3 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
4 qualifies for protection under this Order must be clearly so designated before the  
5 material is disclosed or produced.

6             2.     Designation in conformity with this Order requires the following:

7               a.     For information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix at a minimum, the legend  
10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page  
11 that contains protected material. If only a portion or portions of the material  
12 on a page qualifies for protection, the Producing Party also must clearly  
13 identify the protected portion(s) (e.g., by making appropriate markings in the  
14 margins).

15              b.     A Party or Non-Party that makes original documents available  
16 for inspection need not designate them for protection until after the inspecting  
17 Party has indicated which documents it would like copied and produced.  
18 During the inspection and before the designation, all of the material made  
19 available for inspection shall be deemed “CONFIDENTIAL.” After the  
20 inspecting Party has identified the documents it wants copied and produced,  
21 the Producing Party must determine which documents, or portions thereof,  
22 qualify for protection under this Order. Then, before producing the specified  
23 documents, the Producing Party must affix the “CONFIDENTIAL legend”  
24 to each page that contains Protected Material. If only a portion or portions of  
25 the material on a page qualifies for protection, the Producing Party also must  
26 clearly identify the protected portion(s) (e.g., by making appropriate  
27 markings in the margins).

28              c.     For testimony given in depositions, that the Designating Party

1 identify the Disclosure or Discovery Material on the record, before the close  
2 of the deposition all protected testimony.

3 d. For information produced in form other than document and for  
4 any other tangible items, that the Producing Party affix in a prominent place  
5 on the exterior of the container or containers in which the information is  
6 stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
7 information warrants protection, the Producing Party, to the extent  
8 practicable, shall identify the protected portion(s).

9 C. Inadvertent Failure to Designate

10 1. If timely corrected, an inadvertent failure to designate qualified  
11 information or items does not, standing alone, waive the Designating Party’s right  
12 to secure protection under this Order for such material. Upon timely correction of  
13 a designation, the Receiving Party must make reasonable efforts to assure that the  
14 material is treated in accordance with the provisions of this Order.

15 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 A. Timing of Challenges

17 1. Any party or Non-Party may challenge a designation of confidentiality  
18 at any time that is consistent with the Court’s Scheduling Order.

19 B. Meet and Confer

20 1. The Challenging Party shall initiate the dispute resolution process  
21 under Local Rule 37.1 et seq.

22 C. The burden of persuasion in any such challenge proceeding shall be on the  
23 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
24 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
25 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
26 the confidentiality designation, all parties shall continue to afford the material in question  
27 the level of protection to which it is entitled under the Producing Party’s designation until  
28 the Court rules on the challenge.



## VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

### A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

### B. Disclosure of “CONFIDENTIAL” Information or Items

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

a. The Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

d. The Court and its personnel;

e. Court reporters and their staff;

f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this



1 Action and who have signed the “Acknowledgment and Agreement to be  
2 Bound” attached as Exhibit A hereto;

3 g. The author or recipient of a document containing the  
4 information or a custodian or other person who otherwise possessed or knew  
5 the information;

6 h. During their depositions, witnesses, and attorneys for witnesses,  
7 in the Action to whom disclosure is reasonably necessary provided: (i) the  
8 deposing party requests that the witness sign the “Acknowledgment and  
9 Agreement to Be Bound;” and (ii) they will not be permitted to keep any  
10 confidential information unless they sign the “Acknowledgment and  
11 Agreement to Be Bound,” unless otherwise agreed by the Designating Party  
12 or ordered by the Court. Pages of transcribed deposition testimony or  
13 exhibits to depositions that reveal Protected Material may be separately  
14 bound by the court reporter and may not be disclosed to anyone except as  
15 permitted under this Stipulated Protective Order; and

16 i. Any mediator or settlement officer, and their supporting  
17 personnel, mutually agreed upon by any of the parties engaged in settlement  
18 discussions.

19 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
20 **IN OTHER LITIGATION**

21 A. If a Party is served with a subpoena or a court order issued in other litigation  
22 that compels disclosure of any information or items designated in this Action as  
23 “CONFIDENTIAL,” that Party must:

24 1. Promptly notify in writing the Designating Party. Such notification  
25 shall include a copy of the subpoena or court order;

26 2. Promptly notify in writing the party who caused the subpoena or order  
27 to issue in the other litigation that some or all of the material covered by the  
28 subpoena or order is subject to this Protective Order. Such notification shall include

1 a copy of this Stipulated Protective Order; and

2 3. Cooperate with respect to all reasonable procedures sought to be  
3 pursued by the Designating Party whose Protected Material may be affected.

4 B. If the Designating Party timely seeks a protective order, the Party served with  
5 the subpoena or court order shall not produce any information designated in this action as  
6 “CONFIDENTIAL” before a determination by the Court from which the subpoena or  
7 order issued, unless the Party has obtained the Designating Party’s permission. The  
8 Designating Party shall bear the burden and expense of seeking protection in that court of  
9 its confidential material and nothing in these provisions should be construed as authorizing  
10 or encouraging a Receiving Party in this Action to disobey a lawful directive from another  
11 court.

12 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
13 **PRODUCED IN THIS LITIGATION**

14 A. The terms of this Order are applicable to information produced by a Non-  
15 Party in this Action and designated as “CONFIDENTIAL.” Such information produced  
16 by Non-Parties in connection with this litigation is protected by the remedies and relief  
17 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
18 Non-Party from seeking additional protections.

19 B. In the event that a Party is required, by a valid discovery request, to produce  
20 a Non-Party’s confidential information in its possession, and the Party is subject to an  
21 agreement with the Non-Party not to produce the Non-Party’s confidential information,  
22 then the Party shall:

23 1. Promptly notify in writing the Requesting Party and the Non-Party that  
24 some or all of the information requested is subject to a confidentiality agreement  
25 with a Non-Party;

26 2. Promptly provide the Non-Party with a copy of the Stipulated  
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
28 specific description of the information requested; and

1           3.     Make the information requested available for inspection by the Non-  
2     Party, if requested.

3           C.     If the Non-Party fails to seek a protective order from this court within 14 days  
4     of receiving the notice and accompanying information, the Receiving Party may produce  
5     the Non-Party's confidential information responsive to the discovery request. If the Non-  
6     Party timely seeks a protective order, the Receiving Party shall not produce any  
7     information in its possession or control that is subject to the confidentiality agreement with  
8     the Non-Party before a determination by the court. Absent a court order to the contrary,  
9     the Non-Party shall bear the burden and expense of seeking protection in this court of its  
10    Protected Material.

## 11   **XI.   UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12           A.     If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13     Protected Material to any person or in any circumstance not authorized under this  
14     Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing  
15     the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all  
16     unauthorized copies of the Protected Material, (3) inform the person or persons to whom  
17     unauthorized disclosures were made of all the terms of this Order, and (4) request such  
18     person or persons to execute the "Acknowledgment and Agreement to be Bound" that is  
19     attached hereto as Exhibit A.

## 20   **XII.  INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 21   **PROTECTED MATERIAL**

22           A.     When a Producing Party gives notice to Receiving Parties that certain  
23     inadvertently produced material is subject to a claim of privilege or other protection, the  
24     obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
25     26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
26     established in an e-discovery order that provides for production without prior privilege  
27     review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach  
28     an agreement on the effect of disclosure of a communication or information covered by

1 the attorney-client privilege or work product protection, the parties may incorporate their  
2 agreement in the Stipulated Protective Order submitted to the Court.

### 3 **XIII. MISCELLANEOUS**

#### 4 A. Right to Further Relief

5 1. Nothing in this Order abridges the right of any person to seek its  
6 modification by the Court in the future.

#### 7 B. Right to Assert Other Objections

8 1. By stipulating to the entry of this Protective Order, no Party waives  
9 any right it otherwise would have to object to disclosing or producing any  
10 information or item on any ground not addressed in this Stipulated Protective Order.  
11 Similarly, no Party waives any right to object on any ground to use in evidence of  
12 any of the material covered by this Protective Order.

#### 13 C. Filing Protected Material

14 1. A Party that seeks to file under seal any Protected Material must  
15 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal  
16 pursuant to a court order authorizing the sealing of the specific Protected Material  
17 at issue. If a Party's request to file Protected Material under seal is denied by the  
18 Court, then the Receiving Party may file the information in the public record unless  
19 otherwise instructed by the Court.

### 20 **XIV. FINAL DISPOSITION**

21 A. After the final disposition of this Action, as defined in Section V, within sixty  
22 (60) days of a written request by the Designating Party, each Receiving Party must return  
23 all Protected Material to the Producing Party or destroy such material. As used in this  
24 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
25 summaries, and any other format reproducing or capturing any of the Protected Material.  
26 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
27 a written certification to the Producing Party (and, if not the same person or entity, to the  
28 Designating Party) by the 60 day deadline that (1) identifies (by category, where

1 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
2 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any  
3 other format reproducing or capturing any of the Protected Material. Notwithstanding this  
4 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
5 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
6 and trial exhibits, expert reports, attorney work product, and consultant and expert work  
7 product, even if such materials contain Protected Material. Any such archival copies that  
8 contain or constitute Protected Material remain subject to this Protective Order as set forth  
9 in Section V.

10 B. Any violation of this Order may be punished by any and all appropriate  
11 measures including, without limitation, contempt proceedings and/or monetary sanctions.

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3 IT IS SO STIPULATED, THROUGH THE PARTIES AND COUNSEL OF RECORD.  
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5 DATED: \_\_\_\_\_  
6

7 /s/ Aaron Ruff  
8 Plaintiff Aaron Ruff, pro per  
9

10 DATED: \_\_\_\_\_  
11

12 /s/ Elyse S. Okada  
13 Elyse S. Okada<sup>2</sup>  
14 Deputy County Counsel  
15 Attorneys for Defendants Jeri Caperton, Christine Masonek  
16 Ted Beard, Mike Landavazo and San Bernardino County  
17

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
19

20 DATED: March 31, 2025  
21

22 /s/ Autumn D. Spaeth  
23 Honorable Autumn D. Spaeth  
24 United States Magistrate Judge  
25  
26  
27

28 \_\_\_\_\_  
<sup>2</sup> As the filer of this Stipulation for a Protective Order, I attest that pro per Plaintiff Aaron Ruff concurs in the content of the Stipulation and has authorized its filing.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety  
and understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on [date] in the case of  
\_\_\_\_\_ **[insert formal name of the case and the number  
and initials assigned to it by the court]**. I agree to comply with and to be bound by all  
the terms of this Stipulated Protective Order and I understand and acknowledge that failure  
to so comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for enforcing the terms of this Stipulated Protective Order,  
even if such enforcement proceedings occur after termination of this action. I hereby  
appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action or  
any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_